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# TORONTO STOCK EXCHANGE

FILING STATEMENT No. 224.

ACCEPTED FOR FILING, JANUARY 29th, 1959.

## MANITOU-BARVUE MINES LIMITED

Full corporate name of Company  
Incorporated as Barvue Mines Limited under the laws of the Province of Ontario by Letters Patent dated November 10, 1950; name changed to Manitou-Barvue Mines

Particulars of incorporation (e.g., Incorporated under Part IV of The Corporations Act, 1933 (Ontario) by Letters Patent dated May 1st, 1937)

Limited and capitalization reorganized by Supplementary Letters Patent dated December 31st, 1958.

## FILING STATEMENT

(To be filed with respect to any material change in a company's affairs, including among other things, an underwriting and option agreement, an issue of shares for property and a proposed re-organization.)

1. Head office address and any other office address.	Head Office: Suite 407, 25 Adelaide St. West, Toronto, Ontario. Mine Office: Barvue Division: Barraute, Quebec. Manitou Division: Val d'Or, Quebec.
2. Brief statement of the material change in the affairs of the company in respect of which this statement is filed.	See schedule 'A' - page 2  As a result of the capital reorganisation set forth in Schedule 'A', the shareholders of Barvue Mines Limited will receive in exchange for each ten shares of Barvue, one share of Manitou-Barvue Mines Limited, and shareholders of Golden Manitou Mines Limited will receive in exchange for each five shares of Golden Manitou, one share of Manitou-Barvue Mines Limited.
3. Names, addresses and chief occupations for the past five years of officers and directors.	See schedule 'B' - page 3. <span style="float: right;">MAR 24 1959</span>
4. Share capitalization showing authorized and issued and outstanding capital.	Authorized: \$8,500,000 consisting of 8,500,000 shares of \$1.00 par value. Issued and outstanding: 1,300,000 shares will be issued and outstanding pursuant to the Amended Plan of Compromise.
5. Particulars in respect of any bonds, debentures, notes, mortgages, charges, liens or hypothecations outstanding or proposed to be issued.	The property and assets of the company are charged by way of a first fixed and specific hypothec, mortgage, pledge and charge and a first floating charge under a Deed of Trust dated as of December 31st, 1958, in favour of National Trust Company, Limited, as Trustee, to secure the \$3,500,000 principal amount of 6% First Mortgage Bonds and not more than \$3,900,000 principal amount of 5% Debentures described in paragraph 2(d) above.
6. Names, addresses and shareholdings of five largest registered shareholders and if shareholdings are pooled or escrowed, so stating. If shares are registered in names of nominees or in street names, give names of beneficial owners, if possible, and if names are not those of beneficial owners, so state.	See schedule 'C' - page 3.
7. Details of any treasury shares now the subject of any underwriting, sale or option agreement or of any proposed underwriting, sale or option agreement.	It is provided by the Amended Plan of Compromise and incorporated in the Trust Deed securing the payments of principal and interest on the Bonds and Debentures that until all of the Bonds have been purchased or redeemed by the company interest on the Debentures shall be payable in fully paid and non-assessable shares of the capital stock of the company calculated to the nearest full share at a price per share being the average of the prices of the last trade for said shares on the Toronto Stock Exchange on each of the 10 trading days preceding the respective interest payment date; and provided also that the holders of the said Debentures shall have the right to convert the Debentures or any part thereof into fully paid and non-assessable shares of the capital stock of the company at any time after May 31st, 1961, and before December 31st, 1970, at the price of \$1.50 per share.
8. Names and addresses of persons having any interest, direct or indirect, in underwritten or optioned shares or assignments, present or proposed, and, if any assignment is contemplated, particulars thereof.	None (but see paragraph 7 above).
9. Number of shares held in escrow or in pool and a brief statement of the terms of escrow or the pooling agreement.	None.
10. Names and addresses of owners of more than a 5% interest in escrowed shares and their shareholdings. (If shares are registered in the names of nominees or in street names, give names of beneficial owners, if possible.)	None.



The following changes in the affairs of the company have taken place under the terms of a certain agreement dated September 23rd, 1958, as amended by an agreement dated December 1st, 1958, between Barvue Mines Limited and Golden Manitou Mines Limited (hereinafter called "Manitou"), wherein the company acquired the assets and undertaking of Manitou as an entirety. (A copy of the agreements aforesaid - collectively hereinafter called the "acquisition agreement" - is on file with the Toronto Stock Exchange)

At meetings of the bondholders and unsecured creditors of Barvue Mines held on December 12th, 1958, approval and consent were given to an Amended Plan of Compromise dated December 12th, 1958. By order dated December 18th, 1958, of the Honourable Mr. Justice Stewart, the sanction of the Supreme Court of Ontario was given to the said Amended Plan of Compromise. (A copy of said Amended Plan of Compromise is also on file with the Toronto Stock Exchange)

(a) Barvue Mines Limited has received Supplementary Letters Patent dated December 31st, 1958:-

(i) decreasing the authorized capital of the company from \$3,500,000 to \$494,440, by cancelling the 1,205,560 shares of the par value of \$1.00 each of the capital stock of the company held by Manitou and by cancelling pro rata 1,800,000 shares of the par value of \$1.00 each of the issued shares held by all other shareholders of the company, that is, by cancelling 9 out of every 10 shares held by all such other shareholders;

(ii) then increasing the authorized capital of the company from \$494,440 to \$8,500,000 by creating 8,005,560 additional shares of the par value of \$1.00 each;

(iii) changing the name of the company to Manitou-Barvue Mines Limited.

(b) The number of directors of the company has been increased from 5 to 7.

(c) The company has acquired from Manitou all of its assets and undertaking for the following consideration:

(i) 700,000 fully paid and non-assessable shares of the capital stock of the company as constituted after the issuance of Supplementary Letters Patent;

(ii) the assumption by the company of all the liabilities of Manitou of every nature and kind and the company's covenant and agreement to pay and discharge the said liabilities as the same become due and payable; and

(iii) the assumption by the company and its covenant and agreement to pay all fees, charges, costs and expenses of and incidental to this agreement and the sale pursuant hereto, including the transfer taxes (if any) payable on the issuance to the shareholders of Manitou of the shares to which they will be entitled as hereinafter provided.

The said 700,000 shares of capital stock of the company will be allotted to the Guaranty Trust Company of Canada, 70 Richmond Street West, Toronto, Ontario, (hereinafter called "the Trust Company") in trust for the shareholders of Manitou with instructions that upon presentation by any shareholder of Manitou of a certificate or certificates representing fully paid and non-assessable shares of the capital stock of Manitou and surrender thereof for cancellation together with payment of all transfer taxes (if any) payable in respect of the shares represented by the certificate so surrendered, the Trust Company shall issue and deliver to the shareholder entitled thereto or as it may be directed in writing by such shareholder, a certificate representing one fully paid and non-assessable share of the company for every five shares of Manitou represented by the certificate or certificates so surrendered; Provided that where any person so becomes entitled to a fraction of a share the provisions of Section 37 of The Corporations Act, 1953 (Ontario) shall apply, in respect thereof.

(d) The Amended Plan of Compromise provides in part as follows:

(i) for the creation of 6% First Mortgage Bonds in the aggregate principal amount of \$3,500,000, to be dated as of December 31st, 1958, to bear interest at the rate of 6% per annum, payable semi-annually on the last days of June and December in each year and to mature and become due and payable as to \$400,000 on the 31st day of December, 1959, and as to the balance in semi-annual instalments of \$200,000 each on the last days of June and December commencing the last day of June, 1960, and continuing until the aggregate principal amount of bonds secured by the Trust Indenture shall have matured and become due and payable. The said bonds will be issued and delivered to the holder of the 5% Series "A" bonds of Barvue Mines Limited upon the surrender for cancellation of the said 5% Series "A" bonds.

(ii) for the creation of 5% Convertible Debentures in the aggregate principal amount of \$3,900,000 to be dated as of December 31st, 1958, and to mature on December 31st, 1977, and to bear interest at the rate of 5% per annum payable annually; Provided that until all the Bonds have been purchased or redeemed by the Company interest shall be payable in fully paid and non-assessable shares of the capital stock of the company calculated to the nearest full share at a price per share being the average of the prices of the last trade for the said shares on the Toronto Stock Exchange on each of the 10 trading days preceding the respective interest payment date, and granting to the holders the right to convert the Debentures or any part thereof into fully paid and non-assessable shares of the capital stock of the company at any time after May 31st, 1961, and before December 31st, 1970, at the price of \$1.50 per share. Debentures will be issued and delivered to the Series "B" bondholders of Barvue Mines Limited to the aggregate principal amount of \$1,069,030.14 payable in U. S. funds, and \$1,968,763.28 payable in Canadian funds, for the company's indebtedness to the said bondholders, upon the surrender of the Series "B" bonds for cancellation, and to the unsecured creditors whose claims are \$100.00 or over to the extent of 60% of the amount of such claims in full settlement thereof estimated in the aggregate at \$500,000.00.

(iii) Preferred creditors, creditors whose claims are under \$100.00, the creditors of Manitou, and costs and expenses of and incidental to the plan of compromise and carrying out the same will be paid in full.

(iv) the holder of the 5% Series "A" bonds of Barvue will also receive 400,000 fully paid and non-assessable shares of the capital stock of the company.



SCHEDULE 'B'

President and Director: H. W. Knight,  
Apt. 1504, 561 Avenue Road,  
Toronto, Ontario.  
Stock Broker and Mining Executive.

Vice-President and Director: Ewart R. Angus,  
Apt. 801, 561 Avenue Road,  
Toronto, Ontario.  
Financier.

Secretary-Treasurer  
and Director: S. A. Perry,  
Apt. 712, 1 Benvenuto Place,  
Toronto, Ontario.  
Corporate Secretary and  
Professional Mining Executive.

General Manager and Director: M. A. Cooper,  
1405 Avenue Road,  
Toronto, Ontario.  
Consulting Geologist.

Director: W. Y. Denison,  
189 Carling Avenue,  
Ottawa, Ontario.  
Accountant.

Director: J. I. Cummings,  
385 Huron Avenue,  
Ottawa, Ontario.  
Civil Engineer.

Director: D. L. Cramp,  
Maple Leaf Apartments,  
11 Exotic Drive,  
Delray Beach, Florida, U.S.A.  
Business Executive.

Assistant-Secretary: G. D. Pattison,  
235 Dawlish Avenue,  
Toronto, Ontario.  
Corporate Secretary and  
Professional Mining Executive.

Assistant-Treasurer: I. L. Langridge,  
140 Hanna Road,  
Toronto, Ontario.  
Stenographer.

SCHEDULE 'C'

Shareholder	No. of shares	Beneficial Owner
Guaranty Trust Company of Canada, in trust, 70 Richmond St. West, Toronto, Ontario.	700,000	See Note 1 below.
Bantor Company, Toronto, Ontario.	400,000	Not known.
A.M. Kidder & Co., 304 Bay Street, Toronto, Ontario.	20,270	Not known.
Draper Dobie & Co. Ltd., 25 Adelaide St. West, Toronto, Ontario.	18,873	Not known.
T. W. Phillips Gas & Oil Co., Butler, Pennsylvania, U.S.A.	4,800	Registered holder.

Note 1: The 700,000 shares of capital stock of the company will be allotted to Guaranty Trust Company of Canada, 70 Richmond Street West, Toronto, Ontario, (hereinafter called "the Trust Company") in trust for the shareholders of Manitou with instructions that upon presentation by any shareholder of Manitou of a certificate or certificates representing fully paid and non-assessable shares of the capital stock of Manitou and surrender thereof for cancellation together with payment of all transfer taxes (if any) payable in respect of the shares represented by the certificate so surrendered; the Trust Company shall issue and deliver to the shareholder entitled thereto or as it may be directed in writing by such shareholder, a certificate representing one fully paid and non-assessable share of the company for every five shares of Manitou represented by the certificate or certificates so surrendered: Provided that where any person so becomes entitled to a fraction of a share the provisions of Section 37 of The Corporations Act, 1953 (Ontario) shall apply, in respect thereof. Golden Manitou Mines Limited will be dissolved and wound up after the distribution of the shares as aforesaid.



SCHEDULE 'D'

(a) With respect to Barraute Township properties, Province of Quebec: Prior to September, 1957, when the mining operations of the company were suspended, the company continued to carry on its underground development program which was started in the Fall of 1955.

The following table summarizes the underground development work completed during the year 1957:

<u>ITEM</u>	<u>FEET</u>
Drifting and Cross cutting	15,927
Raising	666
Diamond Drilling	12,564

During the same period, the mill was fed from ore delivered from the development headings. The following table summarizes the milling statistics for the year 1957 to the time that operations were discontinued:

<u>ITEM</u>	
Tons milled	360,119
<u>Head Grade:</u>	
Zinc	3.3%
Silver	1.3 oz. per ton

<u>RECOVERIES:</u>	
Zinc	93.02%
Silver	81.37
Zinc produced	22,044,544 pounds
Lead	91,834 pounds
Silver	380,740 ounces

Due to a sharp drop in the zinc markets in the middle of 1957, it was necessary to close the operations of the company in September 1957. Subsequently, on October 4, 1957, Mr. John Leonard Biddell of The Clarkson Company Limited was appointed Receiver and Manager of the company and took possession of the company's properties and undertaking. The company suffered an operating loss of \$1,449,914.45. This loss resulted from the relatively high proportion of development work undertaken preparatory to underground mining operations as against the open pit operations formerly carried on, the decrease in the tonnage available from underground, only 360,000 tons having been mined and milled from January 1, 1957 until the closing of the mine in September 1957 and the sharp drop in the price of zinc from 13¢ to 10¢ per pound coupled with the high discount on U.S. funds.

(b) With respect to the properties acquired from Golden Manitou Mines Limited: The No. 2 shaft of the Val d'Or property was completed to the 3280 horizon. In addition there were 895 feet of lateral development work completed in the zinc zone and 1437 feet of lateral development work completed in the copper section of the mine. The extreme east end of the zinc ore body was partially explored between the 2940 and 3090 foot horizons by six diamond drill holes. Development work in the copper section of the mine was confined to the section between the 900 and 1800 foot horizons. Several small ore lenses were outlined at the 1700 and 1800 foot horizons.

During the past year the mill operated at full capacity, milling approximately 1325 tons per day. The ore was derived from both the copper and zinc sections of the mine. The copper supply averaged 825 tons daily, and the balance came from the zinc mine. The copper concentrates were shipped to Noranda Mines Limited, the zinc concentrates to American Zinc Co., and the lead and silver concentrates shipped to American Smelting & Refining Co.



# FINANCIAL STATEMENTS

MANITOU-BARVUE MINES LIMITED  
FORMERLY BARVUE MINES LIMITED  
(Incorporated under the laws of Ontario)

## BALANCE SHEET

December 31, 1958

### - ASSETS -

<b>Current assets:</b>		
Cash. . . . .	313,080.40	
Accounts receivable . . . . .	64,830.59	
Income taxes recoverable. . . . .	36,449.06	
Concentrates and precipitates on hand and in transit and in process of settlement. . . . .	668,672.00	
Mine stores, at cost. . . . .	374,269.76	
Prepaid expenses. . . . .	<u>25,643.61</u>	1,482,945.42
<b>Investments and advances:</b>		
Investment in shares of other mining companies at nominal value (no quoted value). . . . .	2.00	
Advances, at estimated realizable value . . . . .	<u>31,800.00</u>	31,802.00
<b>Fixed assets, at cost:</b>		
Buildings, plant, machinery and equipment . . . . .	11,000,069.38	
Less accumulated depreciation. . . . .	<u>2,185,713.81</u>	8,814,355.57
Mining lands and rights including surface rights . . . . .	<u>241,497.45</u>	9,055,853.02
<b>Deferred charges:</b>		
Open pit and underground preparation. . . . .	1,076,304.94	
Preliminary exploration; administration and financing expenses including estimated cost of re-organization . . . . .	<u>1,353,067.99</u>	
Discount on 6% First Mortgage Sinking Fund Bonds. . . . .	<u>400,000.00</u>	2,829,372.93
		<u>13,399,973.37</u>

### - LIABILITIES -

<b>Current liabilities:</b>		
Accounts payable and accrued expenses . . . . .	365,710.75	
Accrued payroll . . . . .	53,934.64	
Unclaimed dividends . . . . .	<u>509.03</u>	420,154.42
<b>Funded debt: (see notes 3 and 4)</b>		
6% First Mortgage Sinking Fund Bonds to be dated December 31, 1958 Authorized and to be issued. . . . .	3,500,000.00	
5% Convertible Sinking Fund Debentures to be dated December 31, 1958 Authorized . . . . .	<u>3,900,000.00</u>	
To be issued about . . . . .	<u>3,517,967.26</u>	7,017,967.26
<b>Capital stock and surplus:</b>		
Capital stock: (see notes 1 and 4) Authorized, 8,500,000 shares of \$1.00 par value To be issued, 1,300,000 shares . . . . .	1,300,000.00	
Surplus . . . . .	3,870,166.69	
Surplus resulting from re-organization. . . . .	<u>791,685.00</u>	5,961,851.69
		<u>13,399,973.37</u>

APPROVED:

S.A. Perry Director  
M.A. Cooper Director

MANITOU-BARVUE MINES LIMITED

## STATEMENT OF SURPLUS

Year ended December 31, 1958

Surplus, December 31, 1957 . . . . .	4,096,245.85	
<b>Add:</b>		
Cancellation of Series B Bonds held by Golden Manitou Mines Limited and cancellation of unsecured debt owing to that company pursuant to agreement. . . . .	1,128,236.10	
Cancellation of portion of debts owing to unsecured creditors pursuant to Plan of Compromise or Arrangement under The Companies' Creditors Arrangement Act (Canada) and sanctioned by such creditors. . . . .	<u>315,849.24</u>	1,444,085.34
		<u>5,540,331.19</u>
<b>Deduct:</b>		
Shut down and administration expenses. . . . .	251,243.31	
Interest on bonds. . . . .	180,908.42	
Interest on bank overdraft . . . . .	186,838.35	
Loss on disposal of fixed assets . . . . .	<u>1,049,073.95</u>	
Production adjustment applicable to prior year . . . . .	<u>2,100.47</u>	1,670,164.50
Surplus, December 31, 1958 . . . . .		<u>3,870,166.69</u>

STATEMENT OF SOURCE AND APPLICATION OF FUNDS

Year ended December 31, 1958

Bank overdraft, December 31, 1957. . . . .	3,249,138.02	
Deficiency of cash due to receiver, December 31, 1957. . . . .	<u>13,909.65</u>	3,263,047.67

Less Source of funds during year:

Refund of unexpired insurance premiums . . . . .	17,332.09	
Sales tax rebates. . . . .	7,320.79	
Sale of scrap iron and waste rock. . . . .	2,402.65	
Equipment rentals. . . . .	1,666.00	
Net proceeds from sale of equipment and supplies . . . . .	247,355.41	
Cash acquired from Golden Manitou Mines Limited pursuant to Agreement dated September 23, 1958 and amended December 1, 1958 whereunder the Company purchased the assets and undertaking of and assumed the liabilities of Golden Manitou Mines Limited . . . . .	<u>123,385.82</u>	<u>399,462.76</u>
		2,863,584.91

Add Application of funds during year:

Administration expenses. . . . .	6,030.56	
Re-organization expenses . . . . .	9,276.77	
Prepaid rental . . . . .	1,067.98	
Municipal and school tax . . . . .	26,739.72	
Shut down expenses . . . . .	<u>29,357.68</u>	<u>72,472.71</u>
		2,936,057.62

<u>Less</u> Bank overdraft, December 31, 1957, to be settled by the issue of 6% First Mortgage Sinking Fund Bonds as per Plan of Compromise or Arrangement under The Companies' Creditors Arrangement Act (Canada). . . . .	<u>3,249,138.02</u>
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<u>Cash, December 31, 1958. . . . .</u>	<u><u>313,080.40</u></u>
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APPROVED:

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"S.A. Perry" Director

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"M.A. Cooper" Director



NOTES TO BALANCE SHEET

December 31, 1958

1. Supplementary Letters Patent dated December 31, 1958 will be issued to the Company:
  - (a) decreasing its authorized capital from \$3,500,000.00 to \$494,440.00 by cancelling the 1,205,560 shares of capital stock held by Golden Manitou Mines Limited, and by cancelling pro rata 1,800,000 shares of the issued stock held by all other shareholders, that is, by cancelling nine out of every ten shares held by all such other shareholders;
  - (b) increasing its authorized capital from \$494,440.00 to \$8,500,000.00 by creating 8,005,560 additional shares of the par value of \$1.00 each;
  - (c) changing its name from Barvue Mines Limited to Manitou-Barvue Mines Limited.
  
2. By agreement dated September 23, 1958, and amended December 1, 1958, the Company has purchased the assets and undertaking as a going concern and has assumed the liabilities of Golden Manitou Mines Limited for a consideration of \$1,050,000.00 payable by the issue of 700,000 fully paid and non-assessable shares of the Company's capital stock as constituted after the issue of Supplementary Letters Patent as provided in Note 1. above. The agreements herein mentioned became effective at 3:00 p.m. on December 31, 1958.
  
3. By a Plan of Compromise or Arrangement under The Companies' Creditors Arrangement Act (Canada) between the Company and the holders of its former 5% Series A bonds and 4-1/2% Series B bonds issued under a Trust Deed dated January 1, 1956, and made between the Company and National Trust Company, Limited as Trustee, and the unsecured creditors of the Company, and sanctioned by such bondholders and unsecured creditors and by the Court, the Company will, after the issue of Supplementary Letters Patent:
  - (1) in satisfaction of its indebtedness to the holder of its 5% Series A bonds including interest to December 31, 1958, issue and deliver \$3,500,000.00 principal amount of 6% First Mortgage Sinking Fund Bonds together with 400,000 shares of its capital stock at par;
  - (2) in satisfaction of its indebtedness to the holders, other than Golden Manitou Mines Limited, of its 4-1/2% Series B bonds including interest to December 31, 1958, issue 5% Convertible Sinking Fund Debentures for the full amount of such indebtedness. Golden Manitou Mines Limited has agreed to surrender for cancellation the 4-1/2% Series B bonds held by it and waive any claim it may have against the Company in respect thereof;
  - (3) in satisfaction of its indebtedness to its unsecured creditors, to whom the Company is indebted for \$100.00 or more, issue 5% Convertible Sinking Fund Debentures for 60% of the amount of its indebtedness to each of such creditors in full settlement thereof. The Company will pay in cash the debts owing to all other secured and unsecured creditors.
  
4. The 6% First Mortgage Sinking Fund Bonds will be dated December 31, 1958, and mature as to \$400,000.00 principal amount on December 31, 1959, and as to \$200,000.00 principal amount on the last days of June and December in each year commencing with the last day of June, 1960, until paid. In addition in each year, the amount, if any, that 75% of the net profits of the Company exceeds \$400,000.00, will be applied in redemption of the Bonds. The said Bonds will rank in priority to and must be fully retired before any retirement of debentures can be effected.  
 The 5% Convertible Sinking Fund Debentures will be dated December 31, 1958, and mature on December 31, 1977. Sinking Fund payments of \$400,000.00 or 75% of the net profits of the Company, whichever is the greater, after all the Bonds have been redeemed, will be made each year for the redemption of the Debentures. Until all of the Bonds have been redeemed, interest on the Debentures shall be payable in fully paid and non-assessable shares of the capital stock of the Company calculated to the nearest full share at a price per share being the average of the prices of the last trade on the Toronto Stock Exchange for said shares on each of the ten trading days preceding the respective interest payment date.  
 The Debentures will be convertible into shares of the capital stock of the Company at any time after May 31, 1961, and before December 31, 1970, at the price of \$1.50 per share. About 2,345,312 shares will be reserved against such a conversion privilege.  
 The Trust Deed securing the Bonds and Debentures will be dated December 31, 1958, and will constitute a valid first and specific mortgage and charge against all the Company's assets and undertaking.



11. Brief statement of company's chief development work during past year.	See schedule 'D' - page 4.
12. Brief statement of company's future development plans, including proposed expenditure of proceeds of sale of treasury shares, if any.	<p>The company proposes to continue mining operations of the mine properties acquired from Golden Manitou Mines Limited.</p> <p>The operation of the company's mining operations in Barraute Township, Quebec, will not be resumed until the price of zinc has advanced sufficiently to justify so doing.</p>
13. If assets include investments in the shares or other securities of other companies, give an itemized statement thereof showing cost or book value and present market value.	<p>1,050,000 shares Mastodon Zinc Mines Limited at a cost of \$1.00. 924,000 shares Frebert Mines Limited at a cost of \$1.00.</p> <p>Advances to Mastodon Zinc Mines Limited \$2,065,229.21 written down to \$30,000.00 estimated realizable value.</p> <p>There is no present market value for the above securities.</p>
14. Brief statement of any lawsuits pending or in process against company or its properties.	None.
15. Names and addresses of persons whose shareholdings are large enough to materially affect control of the company.	The present management of the Company by reason of the fact that they have been able to obtain sufficient proxies from other shareholders are in a position to materially affect control of the Company.
16. Any payments in cash or securities of the company made or to be made to a promoter or finder in connection with a proposed underwriting or property acquisition.	None.
17. Names and addresses of vendors of any property or other assets intended to be purchased by the company showing the consideration to be paid.	The company has acquired all the assets and undertaking of Golden Manitou Mines Limited. See paragraph 2 above with respect to the consideration.
18. Names and addresses of persons who have received or will receive a greater than 5% interest in the shares or other consideration to be received by the vendor. If the vendor is a limited company, the names and addresses of persons having a greater than 5% interest in the vendor company.	<p>Golden Manitou Mines Limited is the vendor company. The following shareholders have a greater than 5% interest:</p> <p>Quebec Manitou Mines Limited, 63 Sparks Street, Ottawa, Ontario. Draper Dobie &amp; Co. Ltd., 25 Adelaide St. West, Toronto, Ontario.</p>
19. Statement of any other material facts and if none, so state.	None.

DATED January 22nd , 1959.

#### CERTIFICATE OF THE COMPANY

The foregoing, together with the financial information and other reports where required, constitutes full, true and plain disclosure of all material facts in respect of the matters referred to in Item 2 above and in respect of the company's affairs and there is no further material information applicable. (To be signed by two principal signing officers who are directors and the corporate seal to be affixed.)

"S.A. Perry"

MANITOU-BARVUE MINES LIMITED

"E.R. Angus"

Director

CORPORATE  
SEAL

Director

#### CERTIFICATE OF UNDERWRITER OR OPTIONEE

To the best of my knowledge, information and belief, the foregoing, together with the financial information and the reports where required, constitutes full, true and plain disclosure of all material facts in respect of the matters referred to in Item 2 above and in respect of the company's affairs. Concerning matters which are not within my knowledge, I have relied upon the accuracy and adequacy of the information supplied to me by the company. (To be signed by underwriter or optionee registered with the Ontario Securities Commission or a corresponding body.)